

STATE OF INDIANA )  
 )  
COUNTY OF MARION )

SS:

IN THE MARION CIRCUIT COURT  
AVC NO. 09-009

IN RE: )  
 )  
ADAM EBANKS )  
 )  
Respondent. )

**FILED**

(161) FEB 20 2009

*Elizabeth A. White*  
CLERK OF THE MARION CIRCUIT COURT

**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Indiana, by Attorney General Gregory F. Zoeller and Deputy Attorney General Greg A. Schrage, and Respondent, Adam Ebanks, enter into this Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties acknowledge and agree as follows:

1. Respondent, Adam Ebanks, is an individual engaged in the door to door sale of home security systems and other security services. Respondent performed these sales and solicitations in the state of Indiana.
2. The terms of this Assurance apply to and are binding upon Respondent and Respondent's agents, employees, officers, owners, representatives, assigns, and successors.
3. Respondent acknowledges the jurisdiction of the Indiana Attorney General to investigate matters hereinafter described and to enforce the terms of this Assurance, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code §§ 24-5-0.5-1 through -12.

4. The parties agree that if any term used in the Assurance is defined under Ind. Code §§ 24-5-0.5-1 through -12 (the "Deceptive Consumer Sales Act"), the term shall have the meaning set forth under the respective Act.

5. Respondent agrees that he shall not represent, orally, in writing, by electronic communication, or through his actions, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which Respondent knows or should reasonably know it does not have.

6. Respondent agrees that he shall not represent, orally, in writing, by electronic communication, or through his actions, that replacement or repair constituting the subject of a consumer transaction is needed, if it is not and if Respondent knows or should reasonably know that it is not.

7. Respondent agrees that he shall not represent, orally, in writing, by electronic communication, or through his actions, that he has a sponsorship, approval, or affiliation in a consumer transaction he does not have, and which Respondent knows or should reasonably know that he does not have.

8. Respondent agrees to fully comply with the Deceptive Consumer Sales Act in all his consumer transactions.

9. Respondent agrees to pay One Hundred Dollars (\$100.00) in costs to the Indiana Attorney General, pursuant to Ind. Code § 24-5-0.5-4(c)(3).

10. Respondent shall not represent that the Indiana Attorney General approves or endorses his past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

11. Respondent shall fully cooperate with the Indiana Attorney General in the resolution of any and all future complaints the Consumer Protection Division receives against him.

12. This Assurance does not constitute Respondent's admission of guilt or liability.

13. The Indiana Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 13 day of February, 2009.

STATE OF INDIANA  
GREGORY F. ZOELLER  
Attorney General of Indiana

RESPONDENT

Adam Ebanks

**RECEIVED**

FEB 18 2009

ATTORNEY GENERAL OF INDIANA  
CONSUMER PROTECTION

By: 

Greg A. Schrage  
Deputy Attorney General  
Attorney No. 27630-32  
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Indianapolis, IN 46204  
Telephone (317) 234-2354



APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
Judge, Marion Circuit Court